

STATE OF CALIFORNIA

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS

REQUEST FOR PROPOSALS

ADP-RFP-04-7

**PROMOTION AND COORDINATION OF THE RESIDENT-RUN
HOUSING PROGRAM (RRHP) IN CALIFORNIA**

SYNOPSIS

This is a Request for Proposals (RFP) to market, coordinate the application process, and provide technical assistance as needed for the Resident-Run Housing Program in California. The contract period will be for 12 months, with the possibility of renewal for two additional 12-month contract periods. Bids should be submitted for an amount up to, but not to exceed, **\$14,000** for the full contract period of 12 months. Funding of the second and third year renewals is at the discretion of ADP, and is contingent upon the availability of funds, and performance of services to the satisfaction of ADP. Bidder must be a public or private non-profit organization in good standing with the State of California and the Federal Government.

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1.0 GENERAL INFORMATION

1.1 Definitions

See Attachment I for a listing of definitions related to this RFP.

1.2 Goal

It is the goal of the Department of Alcohol and Drug Programs (ADP) to enhance the participation in the Resident-Run Housing Program (RRHP) through the efforts of a contractor. The contractor will be responsible for marketing the program, coordinating the application process, and providing technical assistance as needed for program applicants and participants.

To accomplish this, ADP shall contract with an appropriate organization that, through its proposal, demonstrates the necessary high level of skill, abilities and knowledge that will enable it to provide this service.

1.3 Background

The Federal Anti-Drug Abuse Act of 1988, Public Law 100-690, required each state to establish a revolving fund to make loans to non-profit organizations serving recovering individuals to rent houses to use as self-run, self-supported group homes which are alcohol and drug free.

ADP established the RRHP in 1989 in accordance with Health and Safety Code Section 11755.2 and Title 9, Division 4, Chapter 7, California Code of Regulations (Attachment V). The program is administered by a revolving fund using Substance Abuse Prevention and Treatment Block Grant funds.

Effective October 17, 2000, Public Law 106-310 amended Section 1925(a) of the Public Health Service Act. The amendment made the requirement to establish a revolving fund for group homes permissive instead of mandatory (Attachment VI).

1.4 Minimum Qualifications of Bidder

The bidder and any of the bidder's subcontractor(s) must be a public or private non-profit organization in good standing with the State of California and the Federal Government. Private non-profit organizations must include evidence of their organization's non-profit status with their proposal. See RFP Section 5.2C for acceptable evidence of an organization's non-profit status.

1.5 Funding Period

The contract period is for 12 months from the time of the contract effective date, with the possibility of renewal for two additional 12-month periods (36 months maximum total). Funding of the second and third year renewals is at the discretion of ADP and is contingent upon the availability of funds and performance of services to the satisfaction of ADP.

1.6 Contract Terms and Conditions

- A. Following the selection process to determine which bidder, if any, is to be an award recipient, a contract will be prepared between the selected bidder and ADP. The contract will be based upon the Technical Proposal, Cost Proposal, all criteria contained in this RFP, the State Administrative Manual, the State's General Terms and Conditions (GTC 103) that may be viewed at Internet site www.dgs.ca.gov/contracts, and applicable provisions of the Government Code, the Public Contract Code and any federal requirements. Attachment II, Significant Contract Terms, lists other provisions that will be included in the contract. ADP does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. No oral understanding or agreement shall be binding on either party.
- B. Upon award of the agreement, Contractor must complete and submit to ADP the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency. This document is required only if it is not already on file with ADP.
- C. Upon award of the agreement, Contractor must sign and submit to ADP the Contractor Certification Clauses (CCC 103), which can be found on the Internet at www.dgs.ca.gov/contracts. This document is only required if the Contractor has not submitted this form to ADP within the last three years.

- D. Upon award of the agreement, a Statement of Economic Interests (Form 700), Internet address: www.fppc.ca.gov/forms/Form700_03-04.pdf, may be required of contractor's staff or subcontractor's staff in compliance with the Political Reform Act of 1974. These disclosures would include the following: "Investments and his/her status as a director, officer, partner, trustee, employee, or holder of any positions of management in any business entity or non-profit corporation and income from any source which offers any consulting, rehabilitative, or educational services concerning the prevention, treatment, or rehabilitation of persons suffering from alcohol or drug abuse."
- E. Upon award of the agreement, Contractor may be required to disclose their lobbying activities, if any.

1.7 Scope of Work and Deliverables

The selected Contractor will be required to complete the following work to successfully fulfill the terms of the contract for the RRHP in California:

- A. Market the RRHP within the alcohol and other drug (AOD) treatment and recovery communities throughout the State of California. This includes, but is not limited to:
 - 1. Network and promote the RRHP to County Alcohol and Drug Program Administrators.
 - 2. Network and promote the RRHP to non-profit treatment and recovery providers in California.
 - 3. Send brochures, give presentations, and/or contact other organizations interested in participating in or learning about the RRHP.
- B. Coordinate and process applications for RRHP candidates. This includes, but is not limited to:
 - 1. Provide loan information and guidelines (Attachment III) and application packets (Attachment IV) to non-profit organizations interested in participating in the RRHP. The non-profit organization will complete the Form A-1: Loan Application-Residents, and the supporting documents required, on behalf of the proposed individuals who will live in the group home. (All applications must be submitted through a non-profit organization.) They will also complete the Form A-2, A-3, and A-5 and submit the entire application package to the Contractor for review.
 - 2. Pre-screen applications of prospective RRHP non-profit organizations for completeness according to State regulations (Attachment V).

3. If the application is acceptable, the Contractor will instruct the non-profit organization to locate suitable housing for the group home residents in conjunction with state regulations.
 4. After appropriate housing is located, the Contractor will perform a site review of the proposed group home in conjunction with state regulations.
 5. The Contractor will submit a completed loan application package and written recommendation to ADP. The Form A-1 and the supporting documents will be stored at the office of the non-profit organization. The Contractor must specify how the non-profit organization will comply with confidentiality laws regarding information contained on the loan application forms.
 6. Be available by telephone or in person to respond to questions and concerns of ADP's RRHP Loan Review Committee.
- C. Provide technical assistance to the non-profit organization after the group home is operational, as needed, to ensure compliance with federal (Attachment VI) and state laws and regulations.
1. Provide assistance to the non-profit organization in meeting state and federal requirements including, but not limited to assurances that:
 - Monthly loan payments are remitted to ADP in a timely manner.
 - The use of alcohol or illicit drugs in the house is prohibited.
 - Any resident using alcohol or illicit drugs will be expelled from the house.
 - The house is democratically self-run with each resident having an equal vote in decisions.
 2. Assist the non-profit organization in implementing group home resident replacement plans if one or more residents leave the group home.
- D. Provide RRHP reports to the ADP.
1. Monthly update on all activity relative to the RRHP, including, but not limited to:
 - A detailed log of all inquiries about the program, including name, address, and phone number (Attachment VII).
 - Activities performed.
 - Written summary on problems encountered and how they were addressed.

2. Final project report. The contractor shall design and maintain an evaluation system that demonstrates the contractor's effectiveness to enhance participation in the RRHP and submit a written, comprehensive report that includes, but is not limited to:
 - A summary of the activities performed.
 - Problems encountered and how they were addressed.
 - Overall effectiveness of activities performed.
 - Provide an evaluation and/or identify any options with pros or cons concerning any improvements that can be made to the RRHP in order to provide better service to the non-profit organizations and potential group home residents.

The report must be complete and accurate, as well as meet the provisions of the contract. The Final Project Report is due to ADP within 30 days after the end of each 12-month contract period. The State reserves the right to withhold payment of Contractor's final invoice pending receipt of an acceptable Final Project Report.

2.0 TECHNICAL PROPOSAL

The Technical Proposal describes the method, staffing and funding needed to develop and deliver services requested by this RFP.

2.1 Specific Requirements

- A. Order of Responses: Submit all required components of the proposal following the order of the RFP. Bidders' response to each item in this RFP must be identified in their proposal by the same numbers and letters to which the response applies. (Required; no points)
- B. Cover Sheet: Include the RFP number and title, name of bidder agency, and name and telephone number of the contact person for the bidder agency. (Required; no points)
- C. Table of Contents: Provide a Table of Contents that lists each section responded to in this RFP and its page number. List attachments. Use the same sequence and titles used in this RFP. (Required; no points)

2.2 General Guidelines

- A. ADP seeks a Contractor that demonstrates the ability to apply innovative and creative methods and approaches to the scope of work outlined in RFP Section 1.7.

- B. The Technical Proposal should be specific regarding the methods and personnel to be used.
- C. The Technical Proposal must clearly and fully demonstrate an understanding of the subject, the best methods for delivery of services, and the technical problems inherent in the process.
- D. The Technical Proposal must clearly convey the intent and understanding necessary to accomplish project requirements.
- E. Simply stating that the bidder understands the requirements of this RFP or paraphrasing this RFP will be considered inadequate.
- F. Phrases such as "well known techniques will be used," or similar statements, are considered unacceptable.
- G. ADP recognizes that all technical factors cannot be detailed in advance. However, the technical proposal must sufficiently detail how the bidder would accomplish project requirements including a full explanation of techniques, procedures, and staffing to be used.

2.3 **Technical Proposal Scoring**

The maximum score possible for the Technical Proposal is **200** points. The minimum standard ADP will accept for the Technical Proposal is **75 percent (150 points)**. This score will be determined by a Selection Review Committee. Proposals failing to meet this standard will not be considered for funding. The Technical Proposal score will then be added to the Cost Proposal score to determine the overall score.

The six weighted evaluation criteria and their respective possible points are as follows:

<u>Category</u>	<u>Maximum Possible Score</u>
Bidder's Understanding of Proposal Objectives	20 Points
Operation and Service Delivery	75 Points
Project Work Plan	25 Points
Bidder's Agency Qualifications	20 Points
Project Personnel	35 Points
Project Budget	<u>25</u> Points
TOTAL	200 Points

2.4 Bidder is to provide written responses to the following:

A. Bidder's Understanding of Proposal Objectives - Maximum Score: 20 points

1. State your understanding of the benefits of the RRHP in California.
Maximum Score: 10 points
2. State your understanding of the importance of enhancing efforts to market the RRHP in California.
Maximum Score: 10 points

B. Operation and Service Delivery – Maximum Score: 75 points

1. Describe methods, strategies or approaches you propose for marketing the RRHP within the AOD treatment and recovery communities throughout California.
Maximum Score: 25 points
2. Describe your plan to coordinate and process the applications submitted by the non-profit organizations on behalf of the RRHP residents who will live in the group homes. Also describe your plan to assure that the non-profit organizations will comply with federal confidentiality laws regarding the resident portion of the application that will be stored at their office site.
Maximum Score: 10 points
3. Describe how you would provide technical assistance to the non-profit organizations that would require guidance addressing any problems with the RRHP residents in the group homes.
Maximum Score: 20 points
4. Describe any difficulties or problems anticipated in providing any of the services in this project and discuss how they will be addressed.
Maximum Score: 10 points
5. Describe the evaluation system, including design and methods, you propose for measuring the effectiveness of activities to enhance participation in the RRHP.
Maximum Score: 10 points

C. Project Work Plan (may be typed single spaced) – Maximum Score: 25

Using Attachment VIII as a guide, write a one-year (12 month) work plan, which should include the project goal, objectives necessary to complete the goal, tasks necessary to complete the objectives, responsible staff (classification or name), and expected outcomes. All work and deliverables listed in RFP

section 1.7 should be included.

Maximum Score: 25 points

D. Bidder's Agency Qualifications – Maximum Score: 20 points

1. Submit an annotated list of work experience, relevant to this RFP, conducted by the bidder's agency in the last three years, or currently in progress. Include:
 - a. contracting organization
 - b. synopsis of work performed
 - c. contracting period

Maximum Score: 10 points

2. Submit at least two letters of recommendation from agencies for whom the bidder's agency has provided services (relevant to this RFP preferred) during the last three years. **The letters should describe the services performed.**

Maximum Score: 10 points

E. Project Personnel – Maximum Score: 35 points

1. Provide job titles and duty statements describing the activities each project staff position, including consultants, will perform during the project. Include name of project staff and consultants, if known.

Indicate the percentage of time each project staff will devote to **each** activity listed in their duty statement. Include overall total percent of time devoted to project--100 percent would indicate a full time position. For consultants, do not indicate percent of time, instead indicate the estimated number of hours or days consultants will be utilized.

Maximum Score: 10 points

2. Submit resumes showing credentials, experience and qualifications of all key project staff (including consultants). This information must be included in the initial proposal and must be presented upon request throughout the term of the contract. If project staff is unknown, include qualifications for the position(s). Staff qualifications must be appropriate and sufficient to accomplish duties and program objectives.

Scoring Note: Qualification of unknown staff will not score as highly as known staff, based on resumes submitted. Resumes will be scored based on the level of staff qualifications as they relate to the requirements of this RFP.

Knowledge of the following (direct experience preferred) should be

reflected in the submitted resumes:

- AOD treatment and recovery programs
- AOD treatment and recovery field
- Coordinating and providing technical assistance
- Marketing throughout California (including the use of Web-based technology)

Maximum Score: 25 points

3. Letters of commitment from consultants, or others who are proposed principals for this project (not bidder's employees), must be submitted with the proposal. The letter should be submitted on the proposed consultant's letterhead and must state that the consultant has read the proposal and agrees to participate in the activities at the level specified. Failure to include the letter(s) of commitment may result in disqualification of the proposal.

Required if applicable: No points

F. Project Budget – Maximum Score: 25 points

Proposal must be fully supported by cost and pricing data adequate to justify the bid amount.

1. A detailed line item budget must be completed showing individual line items under budget categories. Use the line item budget instructions, RFP Section 2.5, and Attachment IX, Sample Budget Format, to prepare a budget for the bid amount.

Maximum Score: 10 points

2. All budget line items must be fully explained and justified in a narrative entitled "Budget Justification." This justification should include:

- (a) Why each individual line item is being charged to the project.
- (b) Why the quantity of a line item is reasonable (i.e., amount of personnel time, travel, printing, etc.).
- (c) Why the cost of each line item is reasonable in price.
- (d) The formula used to determine the cost of each line item.

Maximum Score: 15 points

2.5 Line Item Budget Instructions

A. Direct Cost Categories

The direct cost budget categories are personnel services and operating expenses.

1. Personnel Services

Personnel services include each authorized staff position the bidder is devoting to this project listed by title, and a line item for fringe benefits showing the percentage rate.

A line item for each authorized position must provide a computation of the monthly or hourly salary rate, the number of months or hours the position will be filled, and the percentage of salaried time the position will devote to the project.

A salary range should be shown to include any anticipated wage increases during the period covered by the proposal.

All salaries must be fully justified in the budget justification and supported by job titles/duty statements/resumes under Project Personnel (RFP Section 2.4E)

2. Operating Expenses

Operating expenses include all other direct cost line items, such as rent, travel and subsistence, supplies, consultants, etc.

A line item for rent must identify the number of square feet to be utilized for the project, and the cost per square foot.

ADP policy does not allow for purchase of furniture or equipment. Equipment is defined as an article of nonexpendable tangible personal property. A line item for equipment rental, use allowance (not to exceed six and two-thirds percent of acquisition cost annually), or depreciation must identify the type of equipment.

Travel and per diem rates may not exceed the amounts paid to the State's represented employees as specified in the Travel and Subsistence Guidelines, Attachment X. Universities of California and county governments may request exemption to these rates for their staff

travel only. Food and beverage are unallowable costs except for meals permitted by the subsistence guidelines.

Consultant's costs must be fully explained and justified, including the cost per hour and number of hours. Consultant travel and per diem costs must be shown separately from staff travel costs. Fees should be consistent with the annual income of each consultant and market rates of similar services.

B. Indirect Cost Categories

1. Indirect Cost

An indirect cost category may be included in the budget if the applicant has a current indirect cost rate approved by the responsible agency on behalf of the Federal Government; is in the process of obtaining such approval; or, has other supporting documentation. A copy of the agreement approving the rate and/or the supporting justification data must accompany the Cost Proposal if an indirect cost category is requested. ADP reserves the right to deny an indirect cost category and request Contractor to provide direct costing.

2. Overhead or Administrative Costs

An overhead or administrative cost category must be approved by ADP. The bidder must provide a list of all costs included in this category, and the methodology used to compute these costs.

Costs included as overhead or administrative costs may not be simultaneously shown as direct or indirect costs in other parts of the budget. ADP may request direct costing in lieu of overhead or administrative costs.

C. Miscellaneous, Other, or Fees

There should be no line items entitled miscellaneous, other, or fees. All line items must be fully explained and justified.

D. Budget Negotiations

The proposed budget may be negotiated at the option of the State, but the total bid amount may not be increased.

2.6 Federal Grant Fund Restrictions

Funding for this project is provided through a federal grant and is contingent upon the availability of such funds for this purpose. Federal grant funds provided by this RFP cannot be used for the following:

1. Providing in-patient hospital services for alcohol or drug abuse programs.
2. Making cash payments to intended recipients of health services.
3. Purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility; or purchasing major medical equipment.
4. Satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
5. Providing financial assistance to any entity other than a public or non-profit private entity.
6. Providing individuals with hypodermic needles or syringes so that such individuals may use illegal drugs.
7. Paying the salary of an individual at a rate in excess of \$171,900 per year.
8. Lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan or in connection with legislation.

2.7 Method of Payment

The method of payment to the Contractor will be cost reimbursement. The cost reimbursement method of payment reimburses the Contractor no more frequently than monthly, in arrears, in accordance with the budget for actual expenditures paid. As required by the State Administrative Manual, ten percent of each payment will be withheld as a final payment. No more than 90 percent of the contract amount will be paid prior to receipt of the final report. For contracts that consist of tasks that will be completed on a yearly basis, the 10% withhold will be released upon completion of each project year.

2.8 Funding Availability for Multi-Year Contracts

The contract will be valid and enforceable for subsequent years past the first year of the contract only if extended by ADP and only if sufficient funds are made available to ADP for the purposes of this program. In addition, the contract will be subject to any additional restrictions, limitations, or conditions enacted by the Legislature (or

by Congress if federal funds are involved) and contained in the Budget Bill or any statute enacted by the Legislature (or by Congress) that may affect the provision, terms, or funding of the contract in any manner. If funds are not appropriated for this program, the contract will be terminated and have no further force and effect. The contract may also be amended to reflect a reduction in funding.

3.0 BID PROPOSAL

One copy of the Bid Proposal must be submitted. A separate sealed envelope for the bid proposal is **not** required.

Use your agency letterhead for your bid proposal and simply state the following:

Date

(Mrs.) Kathryn L. Frost
Department of Alcohol and Drug Programs
Division of Administration, Contracts Section
1700 "K" Street, 1st Floor
Sacramento, CA 95814-4037

The undersigned certifies that all requirements of the Request for Proposal known as "Promotion and Coordination of the Resident-Run Housing Program (RRHP) in California," ADP-RFP 04-7, were understood and complied with. In addition, the undersigned certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Our all-inclusive bid is as follows:

\$ _____

Signed: _____

Printed Name: _____

Title: _____

Bids shall be signed by the bidder. An unsigned bid will be rejected. A bid may be signed by an agent of the bidder if he/she is properly authorized by a Power of Attorney submitted to ADP prior to the submission of the Proposal or with the Bid Proposal.

3.1 Total Cost

The total cost shall not exceed \$ 14,000 for a 12-month period. Any proposal submitted with a bid in excess of \$ 14,000 for each 12-month period will automatically be rejected. Contractor will not be allowed to charge participants a fee for services, materials, or events provided.

3.2 Bid Proposal Scoring

Bid Proposal scores will be determined as follows:

The lowest dollar Bid Proposal shall earn 86 points. The remaining Bid Proposals shall earn Bid Proposal points by applying the following formula:

$$\frac{\text{Lowest Bid Proposal (divided by)}}{\text{Any other proposal bid amount}} = \text{_____} \times 86 \text{ points} = \text{Bid Proposal Score}$$

3.3 Disabled Veteran Business Enterprise Program (DVBE)

Due to the funding source for this project, DVBE participation is not required. However, if subcontracting or purchasing opportunities are part of the bidder's proposal, the bidder is encouraged to seek DVBEs to fill those opportunities. For a listing of DVBE's, refer to: <http://www.pd.dgs.ca.gov/smbus/certinq.htm>

4.0 ESTIMATED TIME SCHEDULE

- 4.1 RFP released to bidders: 12/22/04**
- 4.2 Questions due from prospective bidders: 1/13/05**
- 4.3 ADP's responses to bidders' questions: 1/17/05**
- 4.4 Letter of Intent due: 1/10/05**
- 4.5 Bid proposals due by 2:00 p.m. on 1/20/05**
- 4.6 Award of contract: 2/1/05**
- 4.7 Period of performance: 2/15/05 through 6/30/05**

5.0 SUBMISSION OF PROPOSAL

- 5.1** All proposals must be delivered to the address shown below and received and time stamped by an ADP employee by the date and time indicated in Section 4.5, Estimated Time Schedule. Proposals received after the due date and time will not be considered. Postmarks will not be acceptable to meet the deadline. Faxed proposals will not be accepted. If you plan to deliver your proposal in person, please allow at least 15 minutes to go through the ADP's security procedures. Security guards are not employees of ADP and will not time stamp proposals.

Proposals must be submitted in a sealed package clearly marked with the RFP number and title and be addressed to:

(Mrs.) Kathryn L. Frost
Department of Alcohol and Drug Programs
Division of Administration, Contracts Section
1700 K Street, 1st Floor
Sacramento, CA 95814-4037

- 5.2** Bidder's proposals shall consist of the following:

- A. Technical Proposal The Technical Proposal shall consist of responses to the following RFP Sections:

- 2.1 Specific Requirements
- 2.4 A Bidder's Understanding of Proposal Objectives
- 2.4 B Operation and Service Delivery
- 2.4 C Project Work Plan
- 2.4 D Bidder's Agency Qualifications
- 2.4 E Project Personnel
- 2.4 F Project Budget

Bidders shall submit a total of five (5) copies of their Technical Proposal.

- B. Bid Proposal The Bid Proposal shall consist of responses to the following RFP Section:

- 3.0 Bid Proposal

Bidders shall submit one copy of their Bid Proposal with an original signature.

- C. Format Requirement As evidence of their private non-profit status, bidder shall submit one copy of one of the following:

1. A certified copy of the organization's Articles of Incorporation or similar document if it clearly establishes the non-profit status of the organization.
2. A copy of a current valid Internal Revenue Service Tax Exemption Certificate.
3. A statement from a State taxing body or the State Attorney General certifying that the organization is a non-profit organization operating within the State and that no part of its net earnings may lawfully inure to the benefit of any private shareholder or individual.
4. A reference to the organization's listing in the Internal Revenue Service's most recent cumulative list of organizations.
5. Any of the above proof for a State or National parent organization, and a statement signed by the parent organization that the applicant organization is a local (community-based) non-profit affiliate.

- 5.3** The bidder's narrative response to the technical portion of the proposal should be double spaced and submitted on standard white, 8½" x 11" sized paper. The project work plan may be single-spaced. Each page shall be clearly and consecutively numbered.
- 5.4** The bidder's response to each item in this RFP must be identified with the same numbers and letters of the paragraph in the RFP to which the response applies.
- 5.5** Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., copied back to back, stapled in upper left-hand corner, no fancy bindings).
- 5.6** Costs for developing proposals are entirely the responsibility of the bidder and shall not be chargeable to the State of California or included in any cost elements of the price.
- 5.7** ADP, at its discretion, may reject any proposal, including those that are conditional, incomplete, contain any alterations of form, or other irregularities of any kind.
- 5.8** The Bid Proposal shall be signed by an individual who is authorized to bind the proposing firm contractually. The signature must indicate the title or position that the individual holds in the organization. An unsigned or improperly signed Cost Proposal (bid) will be rejected.

- 5.9** A proposal may be modified after its submission by withdrawal and resubmission prior to the time and date specified for proposal submission. Modification offered in any other manner, oral or written, will not be considered.
- 5.10** Prior to the submission deadline, a bidder may withdraw his/her proposal by submitting a written request for its withdrawal to the State, signed by the bidder or an agent authorized in accordance with paragraph 5.8 above. The bidder may, therefore, submit a new proposal prior to the proposal submission time. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- 5.11** Bidders are cautioned to not rely on ADP during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- 5.12** The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- 5.13** Issuance of the RFP in no way constitutes a commitment by ADP to award a contract. ADP may reject any or all proposals for reasonable cause and may waive any immaterial deviation of a proposal. ADP's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP and the bidder's proposal if the bidder is awarded the contract. ADP may also cancel this RFP at any time.
- 5.14** More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable belief that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is a reasonable belief that collusion exists among the bidders none of the participants in such collusion will be considered in this or future procurements.

6.0 EVALUATION AND SELECTION PROCESS

- 6.1** ADP will use the evaluation and selection procedure specified in Section 10377(c) of the Public Contract Code to select the proposal that will best meet ADP's needs. This procedure specifies award to be made to the responsible bidder with the highest score.

- 6.2** Each proposal shall be reviewed to determine if the proposal meets the format requirements specified in the RFP. Proposals not meeting format requirements at this point shall be disqualified. These disqualified proposals shall not: (1) have their Technical Proposal scored; nor, (2) be considered for an award of contract.
- 6.3** Technical proposals shall then be submitted to the Selection Review Committee, which shall evaluate and score the Technical Proposals. Points will be assigned to the Technical Proposal as shown in RFP Section 2.3. A minimum of 75 percent must be achieved in the Technical Proposal to be considered responsive. A non-responsive proposal shall not be considered for an award of contract and shall not have its Bid Proposal scored.
- 6.4** Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of ADP, such information was intended to mislead ADP in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.
- 6.5** All proposals meeting the format requirements and passing the Technical Proposal by 75 percent or more shall then have their Bid Proposal score determined. Scores will be determined as stated in RFP Section 3.2.
- 6.6** The Technical Proposal points will then be added to the Bid Proposal score to determine the overall score. Calculations up to the nearest tenth of a decimal point will be used. The bidder with the highest score will be awarded the contract.
- 6.7** The bidder's response to each item in the RFP must be identified with the same numbers and letters of the paragraph to which the response applies. Failure to number responses in this manner may adversely affect the scoring of the bidder's proposal if reviewers are unable to locate responses. Omitted responses result in no score for that section and no contribution to the overall score. The proposal should follow the format of the RFP.
- 6.8** Evidence which indicates that the bidder, bidder's staff, and/or consultants have in any way attempted to influence the confidential nature of the review through contacts with ADP staff or members of the Selection Review Committee will result in the automatic rejection of the bid.
- 6.9** All proposals and scoring sheets shall be available for public inspection at the conclusion of the scoring process.

7.0 PROTESTS

Notice of Intent to award contract will be mailed to all bidders. The notice will specify the time period available for submission of protests against the awarding of the contract.

To file a protest, the bidder must provide a full and complete written statement specifying the grounds for the protest to the Contracts Office of ADP (use address and FAX number in RFP Section 11.0). Protests are limited to whether ADP followed the processes presented within this RFP. A protest may not challenge the judgment of the Selection Review Committee in determining a proposal's score.

Following the receipt of a protest, filed during the time period specified in the intent to award notification letter, ADP shall review the protest and provide a written decision to the protesting bidder within 30 working days.

8.0 NEWS RELEASES

The Contractor shall not issue news releases pertaining to an award resulting from this RFP without prior written approval of the Director of ADP.

9.0 DISPOSITION OF PROPOSALS

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. ADP cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal, shall be held in the strictest confidence until the "Letter of Intent" is posted.
- b) Proposal packages may be returned only at the bidder's expense, unless such expense is waived by ADP.

10.0 CONTACT FOR INFORMATION

Any questions you may have concerning this RFP should be submitted in writing to the Contract Office by the date stated in RFP Section 4.2. Questions will be answered in a written summary, which will be mailed out to everyone who requested a copy of the RFP. Direct questions to the address, FAX or E-mail listed in RFP Section 11.0.

11.0 LETTER OF INTENT

If your organization or firm intends to submit a proposal in response to this RFP, please send a Letter of Intent to apply by date stated in RFP Section 4.4. The letter should be on agency letterhead, signed by a person officially representing the organization. Letters of Intent are requested for ADP planning purposes only; they do not constitute a commitment to apply. Send the letter to:

(Mrs.) Kathryn L. Frost
Department of Alcohol and Drug Programs
Division of Administration, Contracts Section
1700 K Street, 1st Floor
Sacramento, CA 95814-4037

You may also FAX your questions or Letter of Intent to (916) 324-5105 or E-mail to kfrost@adp.state.ca.us. To verify receipt, you may call Kathryn Frost at (916) 322-3060.

ATTACHMENT I

DEFINITIONS

For the purposes of this RFP, the following definitions apply:

ADP: The Department of Alcohol and Drug Programs.

Alcohol and Other Drug (AOD): Any beverage containing alcohol (such as beer, wine, and whiskey) and other drugs (licit and illicit).

Alcohol and Other Drug (AOD) Agencies: Alcohol and drug service providers, alcohol and drug advisory boards, community organizations that provide AOD services, county alcohol and drug administrators, the ADP, and other organizations involved in areas closely related to alcohol and/or other drug treatment and recovery services.

Consultant: An individual whose level or area of expertise extends beyond that possessed by the contractor's staff. The individual works for the contractor and may deliver TA and training on the contractor's behalf.

County Alcohol and Drug Program Administrators: The individuals designated pursuant to the Health and Safety Code to administer AOD programs and funds for each county.

Illicit Drug: Illicit drug means any substance defined as a drug in Section 11014, Chapter 1, Division 10, Health and Safety Code, except: (A) Drugs or medications prescribed by a physician or other person authorized to prescribe drugs, in accordance with Section 4036, Chapter 9, Division 2, Business and Professions Code, and used in the dosage and frequency prescribed; or (B) Over-the-counter drugs or medications used in the dosage and frequency described on the box, bottle, or package insert.

Substance Abuse Prevention and Treatment (SAPT) Block Grant: Funds from the Federal Center for Substance Abuse Treatment (CSAT) provided to the ADP as the single State agency in California for this grant. CSAT is within the Substance Abuse and Mental Health Services Administration (SAMHSA), which is an operating division of the U.S. Department of Health and Human Services (HHS).

Technical Assistance (TA): The provision of specialized services such as advice, guidance, consultation, coordination, instruction or training, to assist AOD agencies. TA should foster program self-sufficiency and independence--not ongoing dependence on TA.

Treatment/Recovery Field: Public or private community-based organizations, county run or local groups, involved in the AOD treatment/recovery service delivery system; AOD treatment service programs/providers; county alcohol and drug program administrators; the ADP and other local, county and State government agencies involved in AOD treatment programs or initiatives.

ATTACHMENT II

SIGNIFICANT CONTRACT TERMS

1. **Amendments**

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

2. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the Evaluation Sheet will be sent to the Department of General Services, Office of Legal Services, if it is negative and the contract amount is over \$5,000. (Reference: PCC 10369)

3. **Conflict of Interest**

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefits which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. **Disputes**

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall adhere to the following procedures:

- A. If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position, as well as the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, set forth below.
- B. Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within 10 working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

5. Right To Terminate

ADP reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if ADP should substantially fail to perform its responsibilities as provided herein.

However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the ADP's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or ADP's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

6. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

7. HIPAA Provision

If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Contractor shall perform the work in compliance with all applicable provisions of HIPAA. ADP reserves the right to amend this Contract to assure compliance with HIPAA.

8. Computer Software

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

9. Nondiscrimination in Service, Benefits, and Facilities

- A. Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, sexual orientation, or disability as provided by State and federal laws.

- B. For the purpose of this contract, distinctions on the grounds of race, color, creed, national origin, sex, age, sexual orientation, or disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and, the assignment of times or places for the provision of services on the basis of the race, color, creed, national origin, sex, age, sexual orientation, or disability of the participants to be served.
- C. Contractor will ensure subcontractors provide services to intended beneficiaries without regard to race, color, national origin, sex, age, sexual orientation, or disability.
- D. Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of race, color, national origin, creed, sex, age, sexual orientation, or disability will be resolved by ADP pursuant to Title 9, California Code of Regulations Chapter 6, commencing with Section 10800.
- E. Contractor shall post, in a manner accessible to service participants, information of their rights including the right to file a complaint alleging discrimination or a violation of their civil rights with ADP.
- F. Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by persons with disabilities pursuant to 45 Code of Federal Regulations (CFR), Parts 84, Section 84.21 and 84.22 and 28 CFR, Part 35, commencing with Section 35.101.
- G. Contractor shall keep records, and at the request of ADP, submit all required compliance reports, and permit State access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 CFR, Parts 80, 84 and 90, Section 80.6, 84.61, and 90.42 and 28 CFR, Part 35, commencing with Section 35.101.

10. Event Locations

Select event locations that meet federal and State accessibility requirements for persons with disabilities. Note: Event notices must include the following statement: "If you need a disability-related reasonable accommodation/alternative format for this event, please contact (name) at (phone number, E-mail address, and TDD number) by (a date up to two weeks prior to the event)." Contractor is responsible for providing any needed disability-related reasonable accommodations/alternative formats.

11. Publications – Alternative Formats

In accordance with the California Government Code section 11135 and Title II, ADA requirements, publications that are made available through this contract must include the following statement: "This publication can be made available in Braille, large print, computer disk, or tape cassette as a disability-related reasonable accommodation for an individual with a disability." In addition, publications must be made available in other languages if requested by a mono-lingual person. Contractor is responsible for providing publication alternative formats.

12. Contract Product Review

- A. All contract products produced under this contract shall be developed in accordance with the requirements stated in the scope of work.
- B. Prior to release, ADP shall have the right to review products produced as a result of this contract and request changes to those products. Contractor shall use its best efforts to incorporate requested changes.

13. Prior Approval of Training Events/Conferences

Contractor will be required to obtain prior ADP approval of the locations, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training event, seminar, workshop, or conference and for any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This requirement does not apply to necessary staff meetings to conduct routine business matters.

14. Domestic Partners Act

Pursuant to Public Contract Code 10295.3, no State agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

15. Federally Funded Contracts

The following laws apply to persons or entities doing business with the State of California with federal funds.

A. Federal Laws - Substance Abuse Prevention and Treatment Block Grant

This contract is governed by Government Code 16366.1 and the following; the federal reauthorization provisions of Title 42 United States Code (U.S.C.), commencing with Section 300w; Public Law 102-321; amendment to 42 U.S.C in the U.S.C. advance sheets (August 1992); and, 45 Code of Federal Regulations (CFR), Part 96. The Catalog of Federal Domestic Assistance Number is 93.959. Federal Award Year is 2005 with a grant period for expenditure of funds through September 30, 2006.

B. Salary Restriction

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to pay the salary of an individual at a rate in excess of \$171,900 per year direct salary exclusive of overhead, fringe benefits, and general and administrative expenses.

C. Prohibition Against Supporting Lobbying Activities

Contractor agrees that no part of any federal funds provided under this contract shall be used by the Contractor or any subcontractor to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal Grant funds and is not intended to offset your right, or that of any other organization, to petition Congress, or any other level of Government, through the use of other resources. (Reference 31 U.S.C. 1352)

D. **Documents and Written Reports**

Any document of written report prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

E. **Clear Air And Water**

1. The following is applicable only if the contract is not with a sole source vendor of products or services and if it exceeds \$5,000.

Contractor agrees under penalty of perjury (it, he, she) is:

- a. Not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- b. Not subject to a cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions
- c. Not determined to be in violation of provisions of federal law relating to air or water pollution.

F. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

(Reference: 29 CFR, Part 98, Section 98.510)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The contractor agrees that it will include the above debarment clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Lower tier covered transactions are defined as:

- (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a primary covered transaction.
- (3) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. Such persons are:
 - a. Principal investigators
 - b. Providers of Federally-required audit services
 - c. Researchers

ATTACHMENT III

RESIDENT-RUN HOUSING PROGRAM

LOAN INFORMATION AND GUIDELINES

In order to be considered eligible for a loan under the RRHP, borrowers must uphold the following assurances:

- The house must be maintained as an alcohol- and drug-free environment.
- Residents of the house must remain alcohol- and drug-free.
- Any resident of the house who violates the pledge of remaining alcohol- and drug-free will be expelled from the house.
- The costs of the housing, including rent and utilities, will be paid by the residents.
- The house will be operated as a self-managed democracy.

The following is general information regarding the RRHP:

1. Loans under the RRHP are available to establish new homes for recovering alcohol or drug abusers.
2. The home must accommodate a minimum of six individuals in recovery for alcohol or drug addiction.
3. The proposed home must be located in the State of California.
4. There should be at least 3 bedrooms and 2 bathrooms in the proposed home that can accommodate up to six individuals.
5. The maximum loan amount available to a home is \$4,000.
6. There will be no interest charged on this loan.
7. All loans must be fully repaid in equal monthly installments within 24 months of the issue date of the check. The loan may be repaid in less than 24 months. There will be no prepayment penalty.

8. Loan monies shall be disbursed by mailing a check for the loan to the non-profit organization applying for the loan.
9. Payments are due the first of each month. The applicable late charges as set forth below will be assessed to any payments not received by the 16th of the month.

<u>Original Loan Amount</u>	<u>Late Penalty</u>
\$ 0 - \$1,000	\$20
\$1,001 - \$3,000	\$30
\$3,001 - \$4,000	\$40

10. All residents must be at least 18 years of age. The non-profit organization may permit minor children of residents to live with their parents in the home. State Regulations require a written statement, signed by each resident with children residing in the home, stating what arrangements have been made to care for the minor children if the parent relapses and must be expelled from the house.

ATTACHMENT IV**INSTRUCTIONS FOR COMPLETING RESIDENT-RUN HOUSING PROGRAM
LOAN APPLICATION FORMS**

Please be sure that all forms are either typed or printed in ink, that any changes you make to the forms are initialed, and that the information is accurate to the best of your knowledge.

FORM A-1 - LOAN APPLICATION – RESIDENTS (To be compiled by the non-profit organization.)

Co-Applicants: The non-profit organization applying for a RRHP loan must compile the Form A-1, Loan Application forms completed by the proposed residents referred to in the state regulations as “co-applicants.” An assessment will be made by the non-profit organization of the qualification of the group as a whole based on information given by the co-applicants who complete this form. The non-profit organization may supplement the application with similar information for any or all additional potential residents.

Co-applicants must complete all items, paying particular attention to present address, social security number, (see Privacy Statement) and telephone number (if a co-applicant does not have a phone, provide the number of the nearest relative or a place they can be contacted).

Employment and Income Information: In order to qualify for this loan the co-applicants must have a source of income. Please complete all items in this section of the application. Income must be documented by submitting copies of two recent paychecks or paycheck stubs. If other sources of income are being used for consideration, add these amounts in the income category and provide supporting documents. This documentation is very important. Some examples of other sources of income are:

- **SDI, SSI, or AFDC:** Attach copies of the two most recent checks or some other evidence of receipt of these benefits.
- **Child Support:** Attach copies of the two most recent checks or a copy of the marriage dissolution or a letter from the ex-spouse indicating intent to continue payment of child support.
- **Alimony:** Attach copies of the two most recent checks or a copy of the marriage dissolution or a letter from the ex-spouse indicating intent to continue payment of alimony benefits.
- **Other Resources:** If the co-applicant(s) has income from other sources that can be considered in the review of the loan application, please attach a letter of explanation.

Treatment Program: Indicate if each co-applicant has completed a treatment program. If so, give the name of the treatment program and the date completed. In addition, attach one letter of recommendation for each co-applicant from a treatment or recovery program, AA/NA sponsors or other agencies.

House Operating Rules and Regulations: Include with the application a copy of the house operating rules and regulations. The operating rules should provide for an alcohol- and drug-free home, that the use of alcohol and illicit drugs will result in immediate expulsion, that the home will be managed democratically and that the residents will manage all bills and accounts associated with the maintenance of the home. Include all rules the residents feel are necessary for the successful operation of the home. All rules should be developed democratically with each resident receiving one vote.

Network System and Replacement Plan: Include with the application a copy of the house network system and replacement plan. This document should explain how the residents are going to develop relationships with the surrounding community, how the house plans to replace members who leave the home or relapse, and how the house will assist a member if they are or should become unemployed.

Assurances: Please be sure to answer the questions about the maintenance of the home as alcohol- and drug-free.

Signatures: Each co-applicant must sign his/her full legal signature on the Application Form. If any corrections to the Form are necessary, please initial.

The Form A-1 – Loan Application, the letter of recommendation, evidence of income for each co-applicant, and the Consent for the Release of Confidential Information are to be completed by the residents of the proposed group under the direction of the non-profit organization applying for the loan. These documents are to be reviewed by the non-profit organization. If they are approved, they are to be stored at the non-profit organization's office, and are not submitted to ADP with the loan application package. The non-profit organization completes the Application Checklist for ADP verifying that these documents are maintained at their office.

FORM A-2 - LOAN APPLICATION - NON-PROFIT ORGANIZATION

Legal Name of Entity: The non-profit organization applying for a loan completes the information requested on the Form A-2 – Loan Application – Non-Profit Organization.

Loan Amount Requested: The maximum amount is \$4,000 and the term of the loan is 24 months.

Proposed Name of Home, Address, etc.: Be as specific as possible in giving information about the home you propose to establish as a group. In order to complete our review of your loan application, your group must have established a group/house name and must have a house identified to rent.

Lease: Please include a copy of your proposed lease or rental agreement or a statement signed by the proposed landlord verifying the information on Form A-2.

Loan Amount Justification: Please provide an explanation of your need for this loan. Use the worksheet on page 3 of Form A-2. The criteria for this loan are that it be for the purpose of providing a home for recovering alcohol and drug abusers. Funds from the RRHP loan may be used for any of the following:

- To pay first and last month's rent and/or security deposit.
- To pay utility deposits for telephone, water, electricity, and gas.
- To purchase or rent essential furniture or appliances to establish the residents (i.e., beds, refrigerator)—not to exceed \$500 (A-1) see A-2.
- To make minor renovations to property, such as converting a basement to an extra bedroom.

Copy of State/Federal Exemption Status Letter: Please include a copy of your State/Federal Exemption Status Letter. This document must be included with your package in order to determine that your organization is a legitimate non-profit alcohol and/or drug treatment provider.

Signature: The Chief Executive Officer, Director or Administrator must sign his/her full legal signature on the Application Form.

The Form A-2 – Loan Application – Non-Profit Organization is to be completed by the non-profit organization and will be reviewed by the contractor. When all of the forms have been reviewed by the contractor, the contractor will forward a completed application package to ADP for loan approval.

FORM A-3 - ASSURANCES - NON-PROFIT ORGANIZATION

This form is to be completed by the non-profit organization, reviewed by the contractor, and forwarded to ADP for loan approval. Please answer all of the questions and have the Executive Officer, Director or Administrator sign his/her full legal signature on the form.

FORM A-4 – NON-PROFIT ORGANIZATION CHECKLIST

This form is provided for your use only to ensure that you have completed all the necessary forms and have provided copies of all supporting documents. It is not necessary to return this form with your completed application.

Remember, each of the required forms must be legible and signed. All of the supporting documents must be included with your application.

FORM A-5 – APPLICATION CHECKLIST FOR ADP

This form is to be completed by the non-profit organization, reviewed by the contractor, and forwarded to ADP for loan approval. Please complete the form and have the Executive

REQUEST FOR PROPOSAL

NUMBER: ADP-RFP-04-7

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Officer, Director or Administrator sign his/her full legal signature on the form.

PRIVACY STATEMENT

AGENCY NAME: Department of Alcohol and Drug Programs (ADP).

UNIT RESPONSIBLE FOR MAINTENANCE: Resident-Run Housing Program,
1700 K Street, Sacramento, California 95814.

AUTHORITY: Sections 11755 and 11755.2, Health and Safety Code.

PURPOSE: The information furnished will be used to determine sources of income for each applicant applying for a loan. This information may be used for collection purposes in the event of default on loan payments.

PROVIDING INFORMATION: Submitting an application for a Resident-Run Housing Program loan to the Department is voluntary.

ACCESS: Completed applications and other related information submitted to the Department of Alcohol and Drug Programs becomes confidential information and the property of the Department. Only authorized personnel directly involved in the loan process will be allowed access.

SOCIAL SECURITY ACCOUNT NUMBER

Providing the Social Security Account Number is voluntary in accordance with the Privacy Act of 1974 (Public Law 93-579). However, the failure to supply a Social Security Account Number may cause a substantial delay in processing your loan application.

ATTACHMENT IV
RESIDENT-RUN HOUSING PROGRAM
APPLICATION PACKAGE

This package contains the forms required for processing your application. Please type or print in ink the information requested. Your organization will need to complete all of the forms attached. Carefully read all of the application instructions.

- _____ **A-1: Loan Application - Residents**
- _____ **A-2: Loan Application - Non-Profit Organization**
- _____ **A-3: Assurances - Non-Profit Organization**
- _____ **A-4: Non-Profit Organization Checklist**
- _____ **A-5: Application Checklist for ADP**

These forms are all lettered to provide easy identification. Instructions are included for completing these forms. All forms must be signed in the appropriate places. Unsigned forms will be returned to you for signature. This will delay the review process.

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
RESIDENT-RUN HOUSING PROGRAM

LOAN APPLICATION
FORM A-1, PG. 1

CO-APPLICANT	CO-APPLICANT
Name: Last First M.I.	Name: Last First M.I.
Social Security No. (See Privacy Statement w/ instructions) Driver's License No.	Social Security No. (See Privacy Statement w/ instructions) Driver's License No.
Birthdate: Phone Number (Home) (Work)	Birthdate: Phone Number (Home) (Work)
Present Address (Street, City, Zip Code)	Present Address (Street, City, Zip Code)
Employment and Income Information	Employment and Income Information
Employer	Employer
Employer's Address	Employer's Address
Job Title How Long? Yrs. Months	Job Title How Long? Yrs. Months
Monthly Gross Salary Other Income Source	Monthly Gross Salary Other Income Source
Monthly Expenses Excluding Housing Costs	Monthly Expenses Excluding Housing Costs
Are you currently in or have you completed a treatment program? Yes [] No [] Date Completed:	Are you currently in or have you completed a treatment program? Yes [] No [] Date Completed:
Name of Treatment Program:	Name of Treatment Program:
Length of Sobriety? # of AA/NA Meetings attended weekly?	Length of Sobriety? # of AA/NA Meetings attended weekly?
CO-APPLICANT	CO-APPLICANT
Name: Last First M.I.	Name: Last First M.I.
Social Security No. (See Privacy Statement w/ instructions) Driver's License No.	Social Security No. (See Privacy Statement w/ instructions) Driver's License No.
Birthdate: Phone Number (Home) (Work)	Birthdate: Phone Number (Home) (Work)
Present Address (Street, City, Zip Code)	Present Address (Street, City, Zip Code)
Employment and Income Information	Employment and Income Information
Employer	Employer
Employer's Address	Employer's Address
Job Title How Long? Yrs. Months	Job Title How Long? Yrs. Months
Monthly Gross Salary Other Income Source	Monthly Gross Salary Other Income Source
Monthly Expenses Excluding Housing Costs	Monthly Expenses Excluding Housing Costs
Are you currently in or have you completed a treatment program? Yes [] No [] Date Completed:	Are you currently in or have you completed a treatment program? Yes [] No [] Date Completed:
Name of Treatment Program:	Name of Treatment Program:
Length of Sobriety? # of AA/NA Meetings attended weekly?	Length of Sobriety? # of AA/NA Meetings attended weekly?

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
RESIDENT-RUN HOUSING PROGRAM

LOAN APPLICATION
FORM A-1, PG. 2

CO-APPLICANT				CO-APPLICANT			
Name:	Last	First	M.I.	Name:	Last	First	M.I.
Social Security No. (See Privacy Statement w/ instructions)				Social Security No. (See Privacy Statement w/ instructions)			
Driver's License No.				Driver's License No.			
Birthdate:	Phone Number (Home)		(Work)	Birthdate:	Phone Number (Home)		(Work)
Present Address (Street, City, Zip Code)				Present Address (Street, City, Zip Code)			
Employment and Income Information				Employment and Income Information			
Employer				Employer			
Employer's Address				Employer's Address			
Job Title	How Long?	Yrs.	Months	Job Title	How Long?	Yrs.	Months
Monthly Gross Salary	Other Income	Source		Monthly Gross Salary	Other Income	Source	
Monthly Expenses Excluding Housing Costs				Monthly Expenses Excluding Housing Costs			
Are you currently in or have you completed a treatment program?				Are you currently in or have you completed a treatment program?			
Yes [] No [] Date Completed:				Yes [] No [] Date Completed:			
Name of Treatment Program:				Name of Treatment Program:			
Length of Sobriety? # of AA/NA Meetings attended weekly?				Length of Sobriety? # of AA/NA Meetings attended weekly?			

ASSURANCES:	YES	NO
Please answer the following questions regarding this proposed group home:		
Will this house be alcohol- and drug-free?		
Will all residents be alcohol- and drug-free?		
Will any residents who resume the use of alcohol or illicit drugs be expelled immediately?		
Will the cost of housing,(rent and utilities), and the monthly RRHP loan payment be paid by the residents of the house?		
Will this house be operated as a self-managed democracy?		

Please include the following attachments with Form A-1:

- ◆ One letter of recommendation per Co-Applicant
- ◆ Evidence of income for each Co-Applicant
- ◆ Copy of house operating rules and regulations
- ◆ Network System and Replacement Plan

We hereby certify the information in this application to be true and complete to the best of our knowledge and belief. We authorize the Department of Alcohol and Drug Programs to make such inquiry as it may deem appropriate to evaluate this application.

Signature	Signature
Signature	Signature
Signature	Signature

RESIDENT-RUN HOUSING PROGRAM

FORM A-2, LOAN APPLICATION - NON-PROFIT ORGANIZATION

Legal Name of Entity:

Name of Chief Executive Officer, Administrator, or Director:

Address:

City, State, and Zip Code:

Telephone Number (Include Area Code):

Please list below your Board Officers and Members:

OFFICE	NAME	PRINCIPAL BUSINESS, CITY AND ZIP CODE	TELEPHONE NUMBER	TERM EXPIRES
President				
Vice-President				
Secretary				
Treasurer				
Other				

State of California - Health and Human Services Agency
Programs

Department of Alcohol and Drug

**RESIDENT-RUN HOUSING PROGRAM
FORM A-2, LOAN APPLICATION - NON-PROFIT ORGANIZATION
PAGE TWO**

Loan Amount Requested:

Purpose of Loan:

Proposed Name of Home:

Address (if known):

City, State, & Zip Code:

Maximum Number of Residents:

Number of Bedrooms:

Number of Beds:

Size of House (square feet):

Name of Landlord or Property Manager:

Mailing Address:

City, State, and Zip Code:

Telephone Number (include area code):

Term of Lease (if applicable):

Total Monthly Rent:

Estimated Monthly Utility Costs:

Estimated Monthly Housing Cost Per Resident:

The information in this application is true and complete to the best of my knowledge and belief.

Signature of Chief Executive Officer, Director or Administrator

Date

	Date Received	Questions or requests for additional information should be sent to: _____ _____ (000) 000-0000 FAX (000) 000-0000
	Reviewed	
	Approved Disapproved	
	Accounting	
	Disbursement	

LOAN AMOUNT JUSTIFICATION

RENTAL:

FIRST MONTH'S RENT \$ _____

LAST MONTH'S RENT \$ _____

SECURITY DEPOSIT \$ _____

TOTAL AMOUNT TO LANDLORD \$ _____

UTILITY DEPOSITS:

NAME _____ \$ _____

NAME _____ \$ _____

NAME _____ \$ _____

TOTAL UTILITY DEPOSITS \$ _____

ESSENTIAL FURNITURE: (NOT TO EXCEED \$500)

ITEM _____ \$ _____

ITEM _____ \$ _____

ITEM _____ \$ _____

TOTAL FURNITURE \$ _____

OTHER:

ITEM _____ \$ _____

EXPLAIN: _____

TOTAL OTHER \$ _____

TOTAL LOAN AMOUNT REQUESTED \$ _____

State of California - Health and Human Services Agency

Department of Alcohol and Drug Programs

RESIDENT-RUN HOUSING PROGRAM
FORM A-3, ASSURANCES - NON-PROFIT ORGANIZATION

FACILITY NAME: _____

Please answer the following questions regarding this proposed home: **Yes** **No**

Will this house be alcohol- and drug-free?		
Will all residents of this home be alcohol- and drug-free?		
Will any resident who resumes the use of alcohol or illicit drugs be expelled immediately?		
Will the cost of housing, including rent and utilities, be paid by the residents of the house?		
Will the residents reimburse the non-profit for the monthly loan payment for the home?		
Will this home be operated as a self-managed democracy?		
Will a bank account be established for the residents? (This account can be a sub-account of the non-profit.)		
Will site inspections be conducted to assure the group home is alcohol- and drug-free and for health and safety issues?		
Will this home become totally independent upon repayment of the loan?		

Signature of Executive Officer, Director or Administrator

Title

Date

State of California - Health and Human Services Agency

Department of Alcohol and Drug Programs

RESIDENT-RUN HOUSING PROGRAM

FORM A-4 – NON-PROFIT ORGANIZATION CHECKLIST

The following should be submitted by any non-profit organization that applies for a loan under the Resident-Run Housing Program.

(These documents will be maintained at the Non-Profit Organization Office)

_____ **A-1: Loan Application - Residents**

SUPPORTING DOCUMENTS

- _____ One Letter of Recommendation per Co-Applicant
_____ Evidence of Income (i.e., Check Stubs) for each Co-applicant
_____ Consent for the Release of Confidential Information

(The following documents must be submitted to ADP)

_____ **A-2: Loan Application - Non-Profit Organization**

SUPPORTING DOCUMENTS

- _____ Copy of the Lease
_____ House Operating Rules and Regulations
_____ Network System and Replacement Plan
_____ Copy of State/Federal Exemption Status Letter

_____ **A-3: Assurances - Non-Profit Organization**

_____ **A-5: Application Checklist for ADP**

State of California - Health and Human Services Agency

Department of Alcohol and Drug Programs

RESIDENT-RUN HOUSING PROGRAM

FORM A-5 - APPLICATION CHECKLIST FOR ADP

All non-profit organizations applying for a loan with the Resident-Run Housing Program will submit the following information. I hereby certify that I have reviewed these documents and that they are maintained at the office of the non-profit organization.

_____ **A-1: Loan Application - Residents**

SUPPORTING DOCUMENTS

_____ One letter of Recommendation per Co-Applicant
_____ Evidence of Income (i.e., Check Stubs) for each Co-applicant
_____ Consent for the Release of Confidential Information

Signature, Board of Directors or Designee
Non-Profit Organization/Title

Date

The following information must be submitted to ADP to begin processing the loan application for the RRHP:

_____ **A-2: Loan Application - Non-Profit Organization**

SUPPORTING DOCUMENTS

_____ Copy of the Lease
_____ House Operating Rules and Regulations
_____ Network System and Replacement Plan
_____ Copy of State/Federal Exemption Status Letter

_____ **A-3: Assurances - Non-Profit Organization**

_____ **A-5: Application Checklist for ADP**

**CONSENT FOR THE RELEASE
OF CONFIDENTIAL INFORMATION**

I, _____, authorize
(Name of Co-Applicant)

(Name of Non-Profit Organization)

to disclose to _____ the following information:

- ◆ Form A-1: Loan Application
- ◆ *Letter of Recommendation from certified treatment program*
- ◆ *Evidence of income*

The purpose of the disclosure authorized is to verify the above information in order to obtain a loan with the Department of Alcohol and Drug Programs for the Resident-Run Housing Program.

I understand that records that may identify me as a recipient of alcohol or other drug services are protected under the Federal Regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and cannot be disclosed without my written consent, unless otherwise provided for in the Regulations. I also understand that I may revoke this consent at any time, except to the extent that action has been taken in reliance on it, and that, in any event, this consent expires automatically as follows:

- ◆ *Client does not move into the group home after completing RRHP application; or,*
- ◆ *Client moves out of the group home after residing in the home; or,*

(Specify date, event, or condition upon which this consent expires)

Dated: _____

Signature of Co-applicant

ATTACHMENT V

STATE REGULATIONS

Title 9. Rehabilitative and Developmental Services
Division 4. Department of Alcohol and Drug Programs
Chapter 7. Resident Run Housing Program (RRHP)
Article 10. Compliance and Enforcement

§11000 Intent

In accordance with Section 11755.2 of the Health and Safety Code and Section 1925, Subpart II, Part B, Title XIX of the Public Health and Service Act (Section 300x-25, Title 42, United States Code), this Chapter establishes the Resident Run Housing Program (RRHP), which provides small, interest-free, start-up loans of \$4,000 or less, to private, non-profit entities to rent a house, apartment, or other housing to be used as a self-supporting, resident run, alcohol and drug-free, on-going group living arrangement for six or more individuals, who are recovering from alcoholism and/or drug addiction.

The regulations contained in this Chapter apply to loans made under the RRHP, loan applicants, co-applicants, and residents of RRHP group homes.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY New chapter 7 and section filed 4-12-95 (Reg. 95, No. 15).

DATE AMENDED H & S 11755.2 and 11818; and 300x-25, Title 42,
United States Code.

§11002 Definition of terms

(a) The following definitions shall apply to terminology used in Chapter 7:

(1) Application. "Application" means a written application for a loan through the Resident Run Housing Program (RRHP).

(2) Applicant. "Applicant" means a group or an organization applying for a RRHP loan.

(3) Charter Resident. "Charter resident" means any of the original residents of a RRHP group home.

(4) Co-Applicant. "Co-applicant" means each individual of a group applying for a RRHP loan.

(5) Days. "Days" means calendar days.

(6) Fund. "Fund" means the RRHP revolving fund mandated by Section 11755.2, Health and Safety Code, and Section 300x-25, Title 42, United States Code.

(7) Group Home. "Group home" means a house, apartment, or other building to be used as a self-supporting, resident run, alcohol and drug-free, on-going group living arrangement for six or more individuals who are recovering from alcoholism and/or drug addiction.

(8) Group Name. "Group name" means the fictitious name, specified in the written RRHP loan application, by which the residents of a RRHP group home shall be known for purposes of banking or other day-to-day household business.

(9) Income. "Income" means any wages, salary, compensation, or other benefits which a RRHP applicant or resident receives on a regular basis, and upon which the applicant depends to support his/her needs for food and shelter.

(10) Loan Officer. "Loan officer" means the Departmental analyst responsible for reviewing and processing loan applications for the RRHP program.

(11) Loan Review Committee. "Loan review committee" means a Departmental committee established to review RRHP loan applications.

(12) Minor or Minor Child. "Minor" or "minor child" means a person under 18 years of age who has not been emancipated pursuant to Part 6 (commencing with Section 7000), Division 11 of the Family Code.

(13) Network and Replacement Plan. "Network and replacement plan" means a plan describing how the residents will:

- (A) Develop relationships with the surrounding community;
- (B) Replace residents who leave the group home; and
- (C) Assist residents who become unemployed.

(14) Program. "Program" means the Resident Run Housing Program.

(15) Rent. "Rent" means all charges, other than deposits, to be paid on a regular basis by RRHP residents in exchange for the use and occupancy of a group, home, apartment, or other form of housing.

(16) Residents. "Residents" means individuals residing in a RRHP group home.

(17) Resident run. "Resident run" means democratically managed by the residents of the group home, so that:

(A) Each resident of the group home shall have an equal vote in any decision made regarding the group home; and

(B) Rules for the group home shall be determined by majority vote of the residents.

(18) Self-supporting. "Self-supporting" means that the residents of the group home pay all of their own on-going expenses, including rent, utilities, monthly RRHP loan payments, and other household expenses. Ability to be self-supporting shall be determined in accordance with the provisions of Section 11012(h).

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2 and 11818; and 300x-25, Title 42, United States Code.

§11004 Loan application

(a) A group of six or more individuals may apply for a RRHP loan, provided that:

- (1) Each co-applicant shall be 18 years of age or older,
- (2) Each co-applicant shall be recovering from alcoholism and/or drug addiction, and
- (3) The group shall be organized for the purpose of establishing an alcohol and drug free (defined in accordance with Section 11012(f)), resident run group home.

(b) A non-profit alcohol and/or drug treatment provider may coordinate the establishment of a resident run group home and may apply for a loan on behalf of its proposed residents, provided that:

(1) The non-profit organization screens its potential residents utilizing the same procedures used by the Department as prescribed in Sections 11016 through 11018.

(2) The non-profit organization enters into a conditional admission agreement with the potential residents, which contains a release of information for the non-profit organization to proceed with the loan application on the residents' behalf.

(3) The non-profit organization submits all of the potential resident information to the Department for processing pursuant to Sections 11018.

(4) The non-profit organization agrees to be responsible for repayment of the loan through signature of a duly authorized representative on the promissory note.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11006 Loan amount

(a) The maximum loan amount to be approved per RRHP group shall be \$4,000.

(b) The approved amount of each loan shall be contingent upon:

(1) The amount needed by the applicant for the items specified in Section 11008(a). The applicant shall provide a copy of detailed cost documentation, substantiating the amount needed for each item.

(2) The co-applicant's ability to be self-supporting and to repay the amount of the loan, determined in accordance with the provisions of Section 11012(h).

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11008 Purpose of loans

(a) Funds from loans made under the RRHP shall be used only for the items specified below:

(1) The first month's rent, last month's rent, and security deposit (if required by the landlord) for the rental of a house, apartment, or other building to be used as an alcohol and drug-free, group living arrangement, for six or more individuals recovering from alcoholism and/or drug addiction.

(2) Utility deposits for telephone, water, electricity, and gas.

(3) Purchase or rental of essential furniture and appliances.

(A) As used in the Chapter, "essential furniture" means beds, chairs, tables, sofas, dressers, and other furniture needed to create a comfortable living space. Window coverings are also allowable if not provided by the landlord.

(B) As used in the Chapter, "essential appliances" means a stove and refrigerator.

(C) The portion of the loan which may be applied to the purchase or rental of essential furniture and appliances shall not exceed a total of \$500.

(D) Loans for essential furniture and appliances shall only be approved if the applicants provide detailed cost documentation and justification with the loan application.

(4) Minor renovations to property (e.g. converting a basement, attic, or garage into extra bedrooms) which will increase the number of residents the group home can accommodate.

(A) Loans for renovations shall only be approved if the group has negotiated a lease with the landlord for at least two years.

(B) The group shall submit, with its written loan application, a statement signed by its residents and by the landlord, stating what arrangements have been made to reimburse the group for the costs of permanent improvements made to the property.

(b) Funds from loans made under the RRHP shall not be used for the following items:

(1) Purchase of a building,

(2) Purchase or rental of furniture or appliances other than those listed in Subsection (a)(3) of this regulation,

(3) Payment of on-going monthly group living expenses (e.g. utilities, rent, groceries, household supplies),

- (4) Purchase or rental of an automobile or other means of transportation, and
- (5) Purchase or rental of recreational equipment (e.g. a television, stereo, pool table, ping-pong table), and
- (6) The purchase of other household items (e.g. bed linens, kitchen utensils, drapery, blinds, curtains, window coverings).

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2 and 11818; and 300x-25, Title 42, United States Code.

§11010 Terms of loans

(a) Loans made under the RRHP shall be repaid within 24 months of the date the promissory note is signed.

(b) No interest or prepayment penalty shall be charged for loans made under the RRHP.

(c) Payments shall be due the first day of each month.

(1) The first monthly payment shall be due on the first day of the month following the month in which the loan is approved (e.g. if a loan is approved in January, the first payment shall be due February 1st).

(2) The date of receipt shall be the date shown on the Post Office's cancellation mark stamped on the payment remittance envelope. Payments shall be considered late if the date shown on the Post Office's cancellation mark is later than the sixteenth day of the month.

(e) Late charges, as set forth below, shall be assessed if the payment is not received by the sixteenth day of each month:

Original Loan Amount	Late Penalty
\$ 1 -- \$1,000	\$20
\$ 1,001 -- \$3,000	\$30
\$ 3,001 -- \$4,000	\$40

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE Gov 11002; H & S 11755.2; and 300x-25, Title 42, United States Code.

§11012 Loan requirements

(a) Each resident of the group home shall be considered a co-applicant for the loan.

(b) In signing the loan applications, each co-applicant shall assume liability for repaying the outstanding balance of the loan in its entirety in the event that the other co-applicants leave the group home, misappropriate the loan proceeds, or otherwise discontinue repayment of the RRHP loan.

(c) Each RRHP group home shall consist of no less than six residents, who are recovering from alcoholism and/or drug addiction.

(d) Minor children of group residents may live with their parents in the group home if:

(1) The parent makes arrangements to care for the child(ren) if the parent is expelled from the group home pursuant to Subsection (f)(2) of this regulation;

(2) The parent signs a written statement specifying the arrangements that have been made to care for the child(ren) if the parent is expelled from the group home;

(3) If the arrangements the parent has made involve the other residents of the group home, the residents shall sign a written statement agreeing to comply with the arrangements the parent has made to care for the child(ren).

(e) All residents of the home shall be recovering from alcoholism or drug addiction.

(f) The group home shall be alcohol and drug free. As used in this chapter, alcohol and drug free means that:

(1) No alcohol or illicit drugs shall be allowed in the group home or on the premises.

(2) The group residents shall expel from the group home any resident who resumes using alcohol or illicit drugs.

(3) As used in this chapter, illicit drugs means any substance defined as a drug in Section 11014, Chapter 1, Division 10 of the Health and Safety Code, except:

(A) Drugs or medications prescribed by a licensed physician or other person authorized to prescribe drugs, pursuant to Section 4036, Chapter 9, Division 2 of the Business and Professions Code, and used in the dosage and frequency described; or

(B) Over-the-counter drugs or medications, used in the dosage and frequency described on the box, bottle, or package insert.

(g) The group home shall be habitable. As used in the chapter, habitable means that the group home shall have a minimum of:

(1) One working gas or electric stove,

(2) One working electric refrigerator,

(3) Hot and cold running water,

(4) One water flush toilet, in working condition,

(5) One bathtub, shower, or bath/shower combination, with hot and cold running water, and in working condition.

(6) Electric lighting,

(7) A working furnace or other form of heating,

(8) An individual bed for each resident and enough bedrooms to accommodate all residents of the house, so that no more than four residents are required to share a bedroom. Each bunk of a bunk bed shall be considered an individual bed for purposes of this regulation.

(h) The residents of the group home shall be self-supporting and able to repay the loan within two years. Ability to be self-supporting and to repay the loan within two years shall be determined as follows:

(A) Each co-applicant's share of monthly housing expenses shall be computed by adding the monthly rent, utilities, and group loan repayment together, then dividing the total by the total number of co-applicants.

(B) Each co-applicant's share of monthly housing expenses shall be compared to his/her income as stated on the written RRHP loan application.

(C) If the co-applicant's share of monthly housing expenses does not exceed forty percent of his/her monthly gross income and the total of his/her other personal expenses do not exceed sixty percent of his/her monthly gross income, the co-applicant shall be considered to be self-supporting and able to repay the loan within two years.

(i) The group home shall be resident run (defined in accordance with Section 11002(a)(17)).

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE Gov 11002; H & S 11755.2; and 300x-25, Title 42, United States Code.

§11014 How to obtain application Information

Application information may be obtained by contacting the Resident Run Housing Program, Department of Alcohol and Drug Programs, 1700 K Street, Sacramento, CA 95814 (telephone: (916) 322-6937).

Authority: -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11016 Content of loan application

To apply for a RRHP loan, the applicants shall provide, in writing, the information listed in Subsections (a) and (b) of this regulation and the documentation listed in Subsection (c) below.

(a) Each co-applicant shall provide the following information:

- (1) First and last name,
- (2) Social Security number (optional),
- (3) Driver's license or identification number,
- (4) Birth date,
- (5) Home and work telephone numbers,
- (6) Present address,
- (7) Employer's name and address,
- (8) Job title,
- (9) Length of employment at current job,
- (10) The amount and source of monthly gross income,

(A) As used in this Chapter, income means earned wages or salary, or other compensation received on a regular or consistent basis, including:

Supplemental Security Income/State Supplement (SSI/SSP) payments,

State disability payments,

Aid to Families with Dependent Children (AFDC), general relief, food stamps, or other form of welfare payments, or

Spousal support (alimony) or child support.

(B) The following shall not be considered as income because they are one-time payments, rather than payments received on a regular, consistent basis:

One-time payments resulting from an insurance settlement or law suit,

Proceeds from gambling, lottery, ect.

Loans from friends or relatives,

Donations from benevolent organizations,

Taxable income which is not reported.

(11) The amount of the co-applicant's share of the monthly rent, utilities, and other household expenses for the group home;

(12) The name of the alcoholism and/or drug recovery or treatment program attended (if any) and the date completed or attended;

(13) Length of sobriety;

(14) The number of alcoholism and/or drug recovery or treatment program meetings attended weekly (if any).

(b) Each group of applicants shall provide the following information:

- (1) The loan amount requested,
- (2) The purpose of the loan,
- (3) The name and street address of the proposed group home,
- (4) The maximum number of residents who will live in the proposed group home,
- (5) The number of bedrooms, number of beds, and size of the group home in square feet,
- (6) The name, mailing address, and telephone number of the landlord of the proposed group home,
- (7) The terms of the proposed lease or rental agreement,
- (8) The total monthly rent, estimated monthly utility costs, and other household expenses for the group home.

(c) The applicants shall attach to the written loan applications copies of the following documents:

- (1) A letter of recommendation for each co-applicant from a treatment or recovery program, such as Alcoholics Anonymous, Narcotics Anonymous, etc.,
- (2) Documentation of income (e.g. copy of a pay stub, statement from employer, etc.) for each co-applicant,
- (3) A copy of the group home operating rules, and,
- (4) A copy of the group home's network and replacement plan.
- (5) A copy of a lease, rental agreement, or statement signed by the proposed landlord, verifying the following information:

- (A) The address of the proposed group home,
- (B) The number of bedrooms and size (in square feet) of the proposed group home,
- (C) The name, mailing address, and telephone number of the landlord of the proposed group home,
- (D) The terms of the proposed lease or rental agreement,
- (E) The total rent due per month,
- (F) Whether first and last months' rent is required,
- (G) The amount and purpose of any required deposits.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2 and 11818; and 5, Title 5 and 300x-25, Title 42, United States Code.

§11017 Where to submit completed applications

(a) Applicants shall submit completed loan applications to the Resident Run Housing Program, Department of Alcohol and Drug Programs, 1700 K Street, Sacramento, CA 95814.

(b) Applicants may submit loan applications by facsimile (FAX) transmission (916) 323-0653), however the Department shall not provide final approval of the loan application until it has received a written application containing the original signature of each co-applicant.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11018 Application review

The RRHP loan officer shall review the written RRHP loan application to determine that:

- (a) The full name of each co-applicant applying for a RRHP loan and the group name appears on the loan application. The group name shall be used on the loan agreement, promissory note, and loan check;
- (b) The purpose stated on the loan application complies with the purpose stated in Subsections 11008(a) or (b);
- (c) Each co-applicant has certified in writing that he/she is recovering from alcoholism or drug addiction;
- (d) The loan application is complete and that they include all necessary supporting documentation specified in Section 11016. If the loan application is not complete, the loan officer shall request the additional information or documentation;
- (e) The applicants are self-supporting and able to repay the loan (determined in accordance with the provisions of Section 11012(h)).

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2 and 11818; and 552(a), Title 5 and 300x-25, Title 42, United States Code.

§11020 Site review

(a) When a group home has been located, the RRHP loan officer or designee shall meet with all of the applicants to:

- (1) Document the identity of each applicant by viewing a driver's license or similar form of picture identification,
 - (2) Verify that a checking account has been established in the name of the resident run home, which requires the signature of at least two residents, and
 - (3) Review the rental agreement for a house, apartment, or other housing.
- (b) The RRHP loan officer shall complete a site review to verify that:
- (1) The group home:
 - (A) Exists,
 - (B) Is habitable, as defined in Section 11012(g),
 - (C) Is alcohol and drug free [defined in accordance with Section 11012(f)], and
 - (D) Is resident run [defined in accordance with Section 11002(a)(17)]; and
 - (2) There are at least six individuals who will reside in the group home.
- (c) The site review shall also include:
- (1) A review of the group home's operating rules and procedures, and a proposed network and replacement plan,
 - (2) Identification of the group home's elected officials, and
 - (3) Verification of the maximum number of residents that the group home can accommodate.
- (d) The RRHP loan officer or designee shall complete the site review within three working days of the date the applicants locate a group home to rent.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY New section filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2 and 11818; and 300x-25, Title 42, United States Code.

§11022 Loan approval process

(a) The Director shall establish an ad hoc RRHP Loan Review Committee, composed of Departmental staff and managers, to provide an impartial, objective review of RRHP loan applications.

(b) Upon completion of his/her review of the RRHP loan application, the readiness interview, and the site review, the RRHP Loan Officer shall make a recommendation to the Loan Review Committee to approve or disapprove the loan application, based on the results of his/her review. The loan Review Committee shall approve or disapprove the loan application within three working days of the site review.

(c) Approval or denial of the loan application shall require a majority vote by a quorum of the Loan Review Committee.

(d) Upon completion of the loan review committee's decision, the Loan Officer shall notify the applicants in writing whether their loan application was approved or denied and the reasons for denial.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11024 Appeal process

(a) Applicants who are denied a RRHP loan may appeal the decision of the Loan Review Committee by sending a written request to the Director within 30 days of the date of denial. The appeal letter shall contain the application number (as shown on the Department's notice of denial) and the proposed group name, and the appeal letter shall specify the reason for appeal. Applicants shall send the request for appeal to the Director, Department of Alcohol and Drug Programs, 1700 K Street, Sacramento, CA 95814

(b) Within 10 days of receipt of a request for appeal, the Director or his/her designee shall acknowledge receipt of the appeal in writing and shall set a date for an administrative review interview. The administrative review interview shall be conducted by the Director or his/her designee with the applicants at a mutually convenient location. The Director or his/her designee may also invite a member of the Loan Review Committee to be present at the administrative review interview. The Department shall attempt to ensure that the location and time of the administrative review interview does not impose expense or hardship on the applicant(s).

(c) The administrative review interview shall be an informal process. The applicants shall be given an opportunity to state why they believe that the Loan Review Committee's decision to deny the loan was erroneous and the applicants may present evidence supporting the appeal.

(d) A site visit to the proposed rental property may be included in the administrative review interview.

(e) Within thirty days of the administrative review interview, the Director or his/her designee shall send his/her written decision to the applicants.

(f) The decision of the Director or his/her designee shall be considered binding.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11026 Loan agreement and promissory note

After a RRHP loan application is approved, the loan officer shall prepare a RRHP loan agreement, stating the terms and conditions of the loan, and a promissory note. The loan officer shall mail these two documents to the applicant. Both of these documents shall be signed by all of the co-applicants. The signatures on the promissory note shall be notarized. Both documents shall be signed and returned to the loan officer prior to disbursement of funds.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY New section filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11028 Disbursement of funds

(a) Upon receipt of the signed loan agreement and the signed, notarized promissory note, the RRHP loan officer shall authorize the preparation of the loan checks; one check payable to the group home's landlord for the first and last months' rent and security deposit, and the other check payable to the group home to cover other necessary expenditures in accordance with Section 11008.

(b) Loan checks shall be sent to the payees by registered or express mail upon receipt of the loan agreement and the promissory note.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2 and 11818; and 300x-25, Title 42, United States Code.

§11030 Payment coupons

(a) After disbursing the RRHP loan funds to the group home, the loan officer shall mail payment coupons to the group. The payment coupons shall be used for making monthly loan payments.

(b) Payment coupons shall specify the following information for each loan:

- (1) Account number,
- (2) Amount of regular monthly payment,
- (3) Amount of late payment, and
- (4) Group name.

(c) Payment coupons may also be used to notify the Department when a resident moves into or out of the group home.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11032 Collection of delinquent accounts

(a) The RRHP loan officer shall notify the residents of the group home in writing if payment is not received by the sixteenth day of the month.

(b) The group home may make arrangements with the loan officer to defer a portion of the monthly payment on a case-by-case basis under the following conditions:

- (1) If delinquency is due to serious and unforeseen hardship, including but not limited to the following:
 - (A) A majority of residents moved out of the home in the same month,
 - (B) Relocation of the home,

(C) Misappropriation of funds by a resident.

(2) If the group home is adhering to all other program requirements listed in this Chapter.

(c) If payment is not made within 90 days of the due date and serious or unforeseen hardship, as defined in (1) above, does not exist, the Department shall initiate legal proceedings which will allow it to intercept any monies due to residents of the group home from certain other State agencies including the Franchise Tax Board, the Board of Equalization, the Employment Development Department, the Lottery Commission, and the State Controller's Office.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY Filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11034 Loan assumption

(a) By checking the appropriate box on the monthly loan payment coupon, residents of the group home shall notify the RRHP loan officer whenever a resident moves out of the home or a new resident moves in.

(b) Whenever there is a change in residents of the group home, the residents shall also file a group home report with the RRHP loan officer.

(c) All new residents shall file a record of loan assumption/transfer with the RRHP Loan Officer within thirty days of moving into the group home.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY New section filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

§11036 Confidentiality

All officers and employees of the Department shall keep strictly confidential all information, records, and applicant or resident data which may be obtained or compiled in the operation of the Resident Run Housing Program. All such information, records, and applicant or resident data shall be kept and maintained in strict confidentiality pursuant to Part 2 (commencing with Section 2.1), Title 42, Code of Federal Regulations.

Authority. -- 11755 and 11755.2, Health and Safety Code.

HISTORY New section filed 4-12-95 (Reg. 95, No. 15).

CROSS REFERENCE H & S 11755.2; and 300x-25, Title 42, United States Code.

ATTACHMENT VI

FEDERAL REQUIREMENTS

Sec. 300x-25. - Group homes for recovering substance abusers

(a) State Revolving Funds for establishment of homes

A State, using funds available under Section 300x-21 of this Title, may establish and maintain the ongoing operation of a revolving fund in accordance with this section to support group homes for recovering substance abusers as follows:

(1) The purpose of the fund is to make loans for the costs of establishing programs for the provision of housing in which individuals recovering from alcohol or drug abuse may reside in groups of not less than 6 individuals. The fund is established directly by the State or through the provision of a grant or contract to a non-profit private entity.

(2) The programs are carried out in accordance with guidelines issued under Subsection (b) of this Section.

(3) Not less than \$100,000 is available for the fund.

(4) Loans made from the revolving fund do not exceed \$4,000 and each such loan is repaid to the revolving fund by the residents of the housing involved not later than 2 years after the date on which the loan is made.

(5) Each such loan is repaid by such residents through monthly installments, and a reasonable penalty is assessed for each failure to pay such periodic installments by the date specified in the loan agreement involved.

(6) Such loans are made only to non-profit private entities agreeing that, in the operation of the program established pursuant to the loan -

(A) the use of alcohol or any illegal drug in the housing provided by the program will be prohibited;

(B) any resident of the housing who violates such prohibition will be expelled from the housing;

(C) the costs of the housing, including fees for rent and utilities, will be paid by the residents of the housing; and

(D) the residents of the housing will, through a majority vote of the residents, otherwise establish policies governing residence in the housing, including the manner in which applications for residence in the housing are approved.

(b) Issuance by Secretary of guidelines

The Secretary shall ensure that there are in effect guidelines under this Subpart for the operation of programs described in Subsection (a) of this Section.

(c) Applicability to territories

The requirements established in Subsection (a) of this Section shall not apply to any territory of the United States other than the Commonwealth of Puerto Rico

ATTACHMENT VII

ACTIVITY LOG

_____ MONTH, _____ YEAR

[illegible]

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ATTACHMENT VIII
SAMPLE PROJECT WORK PLAN

1. PROGRAM GOAL: _____

2. OBJECTIVES	3. TASKS	4. PERFORMED BY (Name or Position &/or Title)	5. OUTCOME

ATTACHMENT IX

SAMPLE BUDGET FORMAT

BUDGET

PERSONNEL SERVICES

	<u>Salary Range</u> <u>Monthly/Hourly</u>	<u># Months</u> <u>or Hours</u>	<u>Percent</u> <u>of time</u>	<u>Total</u> <u>Amount</u>
Position				
Classification	\$_____ - \$_____	_____	_____	\$_____
Position				
Classification	\$_____ - \$_____	_____	_____	\$_____
Position				
Classification	\$_____ - \$_____	_____	_____	\$_____
Subtotal Personnel				\$_____
Fringe Benefits (____%)				\$_____
TOTAL PERSONNEL SERVICES				\$_____

OPERATING EXPENSES

Rent (\$____/sq. ft. x _____ sq. ft. x _____(time))	\$_____
Consultants (cost per hour/day and # of hours/days)	\$_____
Travel and per diem (Consultant)	\$_____
Travel and per diem (Staff)	\$_____
Telephone/FAX	\$_____
Postage	\$_____
Office Supplies	\$_____
Printing and Duplication	\$_____
Equipment (Rental, Use Allowance or Depreciation (List type of equipment))	\$_____
Sub-Contractor	\$_____
TOTAL OPERATING EXPENSES	\$_____
INDIRECT COSTS (____% x \$_____)	\$_____
TOTAL BUDGET	\$_____

ATTACHMENT IX

NOTE: Line items listed are samples only. Bidder is to list those personnel and operating expenses needed to support their proposal.

ATTACHMENT X

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS TRAVEL AND SUBSISTENCE GUIDELINES

The travel reimbursement program continues to be subject to Internal Revenue Service (IRS) requirements for an accountable plan. There are no flat rate reimbursements. All items claimed are to be for the ACTUAL AMOUNT OF EXPENSE up to the maximum allowed. If the provisions below do not require submission of a receipt for a given item of expense, it is the employee's responsibility to retain receipts and other records of the expense and have them available for audit.

Lodging and meals that are either provided by the State, included in hotel expenses, conference fees, or transportation costs such as airline tickets, or otherwise provided, shall not be claimed for reimbursement.

TRAVEL BY PERSONAL AUTOMOBILE: Up to 34 cents per mile

Where public transportation is not available or is available only with an undue loss of time, mileage for your personal automobile is allowed. Where automobile travel is an option and there is adequate public transportation, travel allowance will be made based on the cost of the lowest rail, bus, air fare available in lieu of the automobile mileage.

There is **NO CHANGE** in the meal and incidental rates. Employees may be reimbursed for their ACTUAL EXPENSES for breakfast, lunch, dinner, and incidentals for each 24 hours of travel as follows:

Breakfast - Up to \$6.00
Lunch - Up to \$10.00
Dinner - Up to \$18.00
Incidentals - Up to \$6.00

NOTE: Incidental expenses include, but are not limited to, expenses for laundering and pressing of clothing, and tips for services such as porters and baggage handlers. Incidentals do not include taxicab fares, lodging taxes, or the costs of telegrams or telephone calls.

LODGING RECEIPTS

All lodging reimbursements require a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt. Employees who stay with friends or relatives are not eligible for lodging reimbursement, but may claim their actual expenses for meals and incidentals.

SHORT-TERM TRAVEL TIME FRAMES

- A. For continuous short-term travel of MORE than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each completed 24 hours of travel, beginning with the traveler's time of departure and return as follows:
 1. On the first day of travel at the beginning of a trip of more than 24 hours:
 - Trip begins at or before 6 am - Breakfast may be claimed.
 - Trip begins at or before 11 am - Lunch may be claimed.
 - Trip begins at or before 5 pm - Dinner may be claimed.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 am - Breakfast may be claimed.

Trip ends at or after 2 pm - Lunch may be claimed.

Trip ends at or after 7 pm - Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

- B. For continuous travel of LESS than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before	
6 am and ends at or after 9 am:	Breakfast may be claimed.
Travel begins at or before	
4 pm and ends at or after 7 pm:	Dinner may be claimed.

- C. If the trip extends overnight, receipted lodging may be claimed. No lunch or incidentals may be claimed on a trip of less than 24 hours.

RECEIPTS

Receipts or vouchers shall be submitted for every item of expense of \$25 or more.

- A. Receipts are required for every item of transportation and business expense incurred as a result of conducting state business except for ACTUAL EXPENSES as follows:
1. Railroad and bus fares of less than \$25 when travel is wholly within the State of California.
 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
 3. Telephone, telegraph, tax, or other business charges related to state business of \$5 or less.
 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
- B. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

SHORT-TERM LODGING RATE

- A. Statewide, except as in (B) and (C) below, actual receipted lodging up to \$84 plus tax.
- B. When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.
- C. When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.